

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
MARSHALL DIVISION**

ContentGuard Holdings, Inc.,  <div>Plaintiff,</div> <div>-against-</div> <div>Amazon.com, Inc., <i>et al.</i></div> <div>Defendants.</div>	Civil Action No. 2:13-cv-01112-JRG  JURY TRIAL DEMANDED
ContentGuard Holdings, Inc.,  <div>Plaintiff,</div> <div>-against-</div> <div>Google, Inc.</div> <div>Defendant.</div>	Civil Action No. 2:14-cv-00061-JRG  JURY TRIAL DEMANDED

**JOINT NOTICE REGARDING MOTIONS *IN LIMINE***

Pursuant to the Court’s July 22, 2015 Order (Dkt. 785), Plaintiff ContentGuard Holdings, Inc., (“ContentGuard”) and Defendants Apple, Inc. (“Apple”), Amazon.com, Inc. (“Amazon”), Samsung Electronics Co., Ltd., Samsung Electronics America, Inc., and Samsung Telecommunications America, LLC (“Samsung”), and Google, Inc. (“Google”) file this Joint Notice Regarding Motions *in Limine*. The following is a list of the remaining *limines* along with the following information: (1) text of the proposed *limine*, (2) which party proposes the *limine*, (3) whether the *limine* is agreed or disputed (and by which specific parties), and (4) the docket entries and accompanying page numbers that provide argument on that *limine*.

On July 24, 2015, ContentGuard and Amazon filed a Joint Motion to Stay all Deadlines and Notice of Settlement. (Dkt. 797) The Joint Motion requested a four week stay of all unreachd deadlines. Accordingly, the ContentGuard and Amazon specific motions in *limine* are separately listed.

Rows in gray indicate agreed *limines*.

LIMINE	PROPONENT	AGREED/ DISPUTED	Dkt. No., Page No.
<b>INTER PARTES REVIEWS, COVERED BUSINESS METHOD PROCEEDINGS, &amp; OTHER LITIGATIONS</b>			
<b>Apple MIL 2:</b> Preclude ContentGuard from presenting argument, evidence or testimony referencing other legal proceedings in which Apple or ContentGuard were parties or Inter Partes Review and Covered Business Method Proceedings involving the patents-in-suit.	Apple	<u>Disputed</u> ContentGuard	<u>Motion</u> 757, 3  <u>Response</u> 793, 2
<b>Samsung MIL 3:</b> ContentGuard should be precluded from introducing any evidence or argument regarding inter partes reviews (“IPRs”) or covered business method reviews (“CBMs”) of ContentGuard patents.	Samsung	<u>Disputed</u> ContentGuard	<u>Motion</u> 761, 6  <u>Response</u> 794, 6
<b>Google MIL 4:</b> The parties should be precluded from presenting any argument, evidence, testimony, insinuation, reference, or assertion to post-issuance USPTO proceedings (IPRs and CBMs) of ContentGuard’s patents.	Google	<u>Disputed</u> ContentGuard	<u>Motion</u> 269, 7  <u>Response</u> 285, 5
<b>ContentGuard MIL 9:</b> Any reference regarding ContentGuard’s claims against other defendants, or co-pending or subsequent trials in ContentGuard Holdings, Inc. v. Amazon, et Al., Case no. 2:13-cv-01112-JRG, <i>ContentGuard Holdings, Inc. v. Google</i> , Case No. 2:14-cv-0061-JRG and <i>ContentGuard Holdings, Inc. v. DirecTV, LLC</i> , Case No. 2:15-cv-00128, including but not limited to damages claims made against other defendants.	ContentGuard	<u>Disputed</u> Apple Samsung Google Amazon	<u>Motion</u> 758, 11/ 270, 11  <u>Apple</u> <u>Response</u> 796, 10  <u>Google/</u> <u>Samsung</u> <u>Response</u> 284, 6
The parties shall not introduce any argument, evidence, testimony, insinuation, reference, or assertion relating to any litigations, rulings, or accusations against Samsung in unrelated legal proceedings or unrelated disputed matters between Samsung and any third party (including Google).	ContentGuard Samsung Google	<u>Agreed</u> ContentGuard Samsung Google	<u>Motion</u> 759/271

The parties shall not introduce any argument, evidence, testimony, insinuation, reference, or assertion relating to any litigations, rulings, or accusations against Google in unrelated legal proceedings or unrelated disputed matters between Google and any third party (including Samsung).	ContentGuard Samsung Google	<u>Agreed</u> ContentGuard Samsung Google	<u>Motion</u> 759/271
The parties shall not introduce any argument, evidence, testimony, insinuation, reference, or assertion regarding Dr. Teece's prior work for Samsung, per the parties' prior agreement.	ContentGuard Samsung	<u>Agreed</u> ContentGuard Samsung	<u>Motion</u> 759/271
<b>EXPERT TESTIMONY</b>			
<b>ContentGuard MIL 7:</b> Any reference, argument, evidence, or testimony regarding claim constructions proposed by Defendants that are identified in ContentGuard's <i>Daubert</i> motions as differing from the constructions set forth in the Court's March 20, 2015 Claim Construction Memorandum Opinion and Order.	ContentGuard	<u>Disputed</u> Apple Samsung Google Amazon	<u>Motion</u> 758, 8/ 270, 8  <u>Apple</u> <u>Response</u> 796, 8  <u>Google/</u> <u>Samsung</u> <u>Response</u> 284, 3
<b>Apple MIL 3:</b> Preclude ContentGuard's experts from offering opinions at trial inconsistent with ContentGuard's representations to the PTAB.	Apple	<u>Disputed</u> ContentGuard	<u>Motion</u> 757, 9  <u>Response</u> 793, 6
<b>Apple MIL 5:</b> Preclude ContentGuard's experts from offering opinions construing contractual provisions in Apple's agreements with content providers.	Apple	<u>Disputed</u> ContentGuard	<u>Motion</u> 757, 10  <u>Response</u> 793, 8
<b>Google MIL 8:</b> ContentGuard should be precluded from presenting any argument, evidence, testimony, insinuation, reference, or assertion as to a litigation multiplier or uncertainty discount.	Google	<u>Disputed</u> ContentGuard	<u>Motion</u> 269, 11  <u>Response</u> 285, 12

<b>Google MIL 10:</b> ContentGuard should be precluded from introducing any argument, testimony, insinuation, reference, or assertion relating to “mass infringement” or suggesting a coordinated effort or conspiracy to infringe the patents-in-suit between Google and any third parties not in Google’s trial.	Google	<u>Disputed</u> ContentGuard	<u>Motion</u> 269, 14  <u>Response</u> 285, 15
<b>Apple MIL 6:</b> Preclude ContentGuard from presenting argument, evidence or testimony asserting that Usage Rules in Apple’s contracts with content suppliers meet the ‘meta-rights’ or ‘usage rights’ claim limitations.	Apple	<u>Disputed</u> ContentGuard	<u>Motion</u> 757, 11  <u>Response</u> 793, 9
<b>NON-EXPERT TESTIMONY</b>			
<b>ContentGuard MIL 8:</b> Improper expert opinions by Dr. Robert Kahn.	ContentGuard	<u>Disputed</u> Apple Samsung Google Amazon	<u>Motion</u> 758, 8/ 270, 8  <u>Apple</u> <u>Response</u> 796, 9  <u>Google/</u> <u>Samsung</u> <u>Response</u> 284, 3
<b>Google MIL 1:</b> ContentGuard should be precluded from presenting any argument, evidence, testimony, insinuation, reference, or assertion by Mark Stefik, Peter Pirolli, Ralph Merkle, or Eddie Chen regarding any differences between the alleged inventions in the asserted patents and the prior art.	Google	<u>Disputed</u> ContentGuard	<u>Motion</u> 269, 1  <u>Response</u> 285, 1
<b>OPINION OF COUNSEL</b>			
<b>Google MIL 6:</b> ContentGuard should be precluded from presenting any argument, evidence, testimony, insinuation, reference, or assertion (1) that Google did not investigate allegations of infringement, (2) that Google had a duty to investigate or obtain opinion of counsel, or (3) speculating as to the results of any infringement investigation or opinion.	Google	<u>Disputed</u> ContentGuard	<u>Motion</u> 269, 8  <u>Response</u> 285, 9

JOINT DEFENSE			
<b>Google MIL 5:</b> ContentGuard should be precluded from presenting any argument, evidence, testimony, insinuation, reference or assertion regarding communications or agreements between Google and other parties ContentGuard has accused of infringement, related to such infringement allegations.	Google	<u>Disputed</u> ContentGuard	<u>Motion</u> 269, 7  <u>Response</u> 285, 8
CLAIMS & DEFENSES			
<b>ContentGuard MIL 2:</b> References to FRAND/RAND and/or arguments that ContentGuard has breached or would be breaching FRAND/RAND obligations through the damages demands it has made in this litigation.	ContentGuard	<u>Disputed</u> Samsung Google Apple Amazon	758, 2 270, 2  <u>Apple</u> <u>Response</u> 796, 4  <u>Google/</u> <u>Samsung</u> <u>Response</u> 284, 1
<b>ContentGuard MIL 5:</b> Any argument, evidence, testimony or reference to claims or defenses that have been withdrawn, unless such argument, evidence, testimony or reference is relevant to any claims or defenses that properly remain in the case or to any matter put in issue by a party.	ContentGuard	<u>Disputed</u> Apple Amazon  <u>Agreed</u> Samsung Google	<u>Motion</u> 758, 5/ 270, 5  <u>Apple</u> <u>Response</u> 796, 7
<b>ContentGuard MIL 6:</b> Any argument, evidence, testimony, insinuation, or reference that the scope of the asserted claims should be judged, or infringement decided, by comparing the accused devices/methods to any alleged non-prior art commercial embodiments or licensed embodiments of the patents-in-suit, including but not limited to OMA.	ContentGuard	<u>Disputed</u> Apple Amazon  <u>Agreed</u> Samsung Google	<u>Motion</u> 758, 6/ 270, 6  <u>Apple</u> <u>Response</u> 796, 7

The parties shall not introduce any argument, evidence, testimony, or reference to claims and defenses that have been withdrawn, unless such argument, evidence, testimony or reference is relevant to any claims or defenses that properly remain in the case or to any matter put in issue by a party.	ContentGuard Samsung Google	<u>Agreed</u> ContentGuard Samsung Google  <u>Not Agreed</u> Apple	759/271
The parties shall not make any references or arguments stating or suggesting that ContentGuard has breached any FRAND/RAND obligations, or that it would be breaching FRAND/RAND obligations through the damages demands it has made in this litigation.	ContentGuard Samsung Google	<u>Agreed</u> ContentGuard Samsung Google  <u>Not Agreed</u> Apple	759/271
The parties shall not introduce any evidence or testimony, or make attorney argument, comments, insinuation, reference, or assertions that the scope of the asserted claims should be judged, or infringement decided, by comparing the accused devices/methods to any alleged non-prior art commercial embodiments or licensed embodiments of the patents-in-suit, including but not limited to OMA.	ContentGuard Samsung Google	<u>Agreed</u> ContentGuard Samsung Google  <u>Not Agreed</u> Apple	759/271
The parties shall not introduce any evidence or testimony, or make attorney argument or other comments that Robert Kahn should have been a named inventor on any patents for which Mark Stefik is a named inventor.	ContentGuard Samsung Google	<u>Agreed</u> ContentGuard Samsung Google  <u>Not Agreed</u> Apple	759/271
<b>PRE-SUIT COMMUNICATIONS, SETTLEMENT OFFERS &amp; NEGOTIATIONS</b>			
<b>Apple MIL 1:</b> Preclude ContentGuard from presenting argument, evidence, or testimony concerning pre-suit communications.	Apple	<u>Disputed</u> ContentGuard	<u>Motion</u> 757, 1  <u>Response</u> 793, 1
<b>Apple MIL 4:</b> Preclude ContentGuard from presenting argument, evidence or testimony referencing any meetings or discussions between Apple and Xerox PARC unrelated to digital rights management.	Apple	<u>Disputed</u> ContentGuard	<u>Motion</u> 757, 10  <u>Response</u> 793, 7

<b>Apple MIL 7:</b> Preclude ContentGuard from presenting argument, evidence or testimony suggesting or inferring infringement based on unasserted patents.	Apple	<u>Disputed</u> ContentGuard	<u>Motion</u> 757, 12  <u>Response</u> 793, 11
<b>Google MIL 2:</b> ContentGuard should be precluded from presenting any argument, evidence, testimony, insinuation, reference, or assertion that Motorola Mobility LLC should be treated as the same entity as Google.	Google	<u>Disputed</u> ContentGuard	<u>Motion</u> 269, 2  <u>Response</u> 285, 2
<b>Google MIL 3:</b> ContentGuard should be precluded from presenting any argument, evidence, testimony, insinuation, reference, or assertion that it provided notice of its patents-in-suit or infringement allegations against Google Play to Google.	Google	<u>Disputed</u> ContentGuard	<u>Motion</u> 269, 3  <u>Response</u> 285, 3
<b>Google MIL 7:</b> ContentGuard should be precluded from presenting any argument, evidence, testimony, insinuation, reference, or assertion as to the subject of communications covered by attorney-client privilege, including any argument, evidence, testimony, insinuation, reference, or assertion that speculates about the content of these privileged communications, or that that suggest to the jury that it do so.	Google	<u>Disputed</u> ContentGuard	<u>Motion</u> 269, 9  <u>Response</u> 285, 10
<b>Samsung MIL 1:</b> ContentGuard should be precluded from introducing communications between Samsung and ContentGuard or Pendrell supporting or relating to offers and counteroffers made during the course of pre-suit settlement negotiations, including at least PX-0148 and related testimony.	Samsung	<u>Disputed</u> ContentGuard	<u>Motion</u> 761, 1  <u>Response</u> 794, 1
<b>Samsung MIL 6:</b> ContentGuard should be precluded from introducing any evidence or argument that Samsung had notice of the patents-in-suit for purposes of willful infringement by any means other than actual notice of the patent numbers.	Samsung	<u>Disputed</u> ContentGuard	<u>Motion</u> 761, 11  <u>Response</u> 794, 12



<b>Samsung MIL 7:</b> ContentGuard should be precluded from introducing any evidence or argument related to alleged “notice of the infringement” under 35 U.S.C. § 287(a) that is not notice of the alleged infringement at issue in this case, i.e., infringement based on Google Play Books or Google Play Movies & TV.	Samsung	<b>WITHDRAWN</b>	<u>Motion</u> 761, 12  <u>Response</u> 794, 13
The parties shall not introduce any argument, evidence, testimony, insinuation, reference, or assertion regarding (1) specific offers and counteroffers communicated between Samsung and ContentGuard or Pendrell including the fact that any such specific offer or counteroffer was made; (2) any oral or written agreements that may have been reached between Samsung and ContentGuard or Pendrell pre-litigation with respect to ContentGuard’s patent portfolio; and (3) any defense or indemnification agreement(s) between Samsung and Google.	ContentGuard Samsung Google	<u>Agreed</u> ContentGuard Samsung Google	759/271
The parties shall not introduce any reference, argument, or testimony regarding, or introduction into evidence of, the documents bearing bates numbers SAMS00120971 and SAMS00120972-74 and identified by Samsung as trial exhibits nos. DX-2243, DX-2244, and DX-2245, as well as the documents identified by ContentGuard as trial exhibit nos. PX-744, PX-762 and PX-763.	ContentGuard Samsung Google	<u>Agreed</u> ContentGuard Samsung Google	759/271
<b>LICENSE AGREEMENTS &amp; NEGOTIATIONS</b>			
<b>Samsung MIL 2:</b> ContentGuard should be precluded from introducing any evidence or argument regarding the license agreement between Intertrust Technologies (“Intertrust”) and Samsung because the license was entered into under a threat of litigation.	Samsung	<u>Disputed</u> ContentGuard	<u>Motion</u> 761, 5  <u>Response</u> 794, 4

The parties shall not introduce any evidence or testimony, or make attorney argument, comments, insinuation, reference, or assertions regarding any license agreements not produced in this litigation.	ContentGuard Samsung Google Amazon	<u>Agreed</u> ContentGuard Samsung Google Amazon  <u>Not Agreed</u> Apple	759/271
<b>REVENUES, PROFITS, INTEREST, COSTS &amp; BUSINESS CONSIDERATIONS</b>			
<b>Apple MIL 8:</b> Preclude ContentGuard from presenting argument, evidence or testimony referencing (1) total revenues and profits from sales of the accused products and (2) Apple's overall size and wealth.	Apple	<u>Disputed</u> ContentGuard	<u>Motion</u> 757, 13  <u>Response</u> 793, 12
<b>Samsung MIL 4:</b> ContentGuard should be precluded from introducing any evidence or argument regarding Samsung's total revenues and profits from sales of the accused products.	Samsung	<u>Disputed</u> ContentGuard	<u>Motion</u> 761, 9  <u>Response</u> 794, 10
<b>Samsung MIL 5:</b> ContentGuard should be precluded from introducing any evidence or argument regarding Samsung's size, market capitalization, or revenues and profits not derived from accused products.	Samsung	<u>Disputed</u> ContentGuard	<u>Motion</u> 761, 10  <u>Response</u> 794, 11
<b>Google MIL 9:</b> ContentGuard should be precluded from any argument, evidence, testimony, insinuation, reference, or assertion as to Google's or Samsung's market capitalization and revenues and profits not derived from the accused products or services.	Google	<u>Disputed</u> ContentGuard	<u>Motion</u> 269, 13  <u>Response</u> 285, 14
The parties shall not introduce any parties shall not introduce any evidence or testimony, or make attorney argument, comments, insinuation, or references to the possible consequences of a verdict in any parties' favor, including the possible issuance of an injunction, an award of enhanced damages, an award of attorney's fees, or arguments that a verdict would result in (1) consumers paying more for devices; (2) the economy being negatively impacted; (3) an injunction or the method of use no longer being available for use; or (4) firings or layoffs.	ContentGuard Samsung Google	<u>Agreed</u> ContentGuard Samsung Google  <u>Not Agreed</u> Apple	759/271

The parties shall not introduce any argument, evidence, or testimony referencing prejudgment interest.	ContentGuard Apple	<u>Agreed</u> ContentGuard Apple	759 /271
The parties shall not introduce any evidence or testimony, or make attorney argument, comments, insinuation, reference, or assertions regarding the amount of legal fees and expenses that the parties have incurred in this litigation.	ContentGuard Samsung Google Apple	<u>Agreed</u> ContentGuard Samsung Google Apple	759/271
<b>NATIONALITY, RESIDENCY, RELIGION &amp; ALLEGED PEJORATIVE TERMS</b>			
<b>ContentGuard MIL 1:</b> Any argument, evidence, testimony, insinuation, reference, or assertion implying that ContentGuard or Pendrell are “patent trolls,” “patent pirates,” non-practicing entities, or other pejorative terms, or otherwise disparaging ContentGuard or Pendrell’s business model.	ContentGuard	<u>Disputed</u> Apple <u>Amazon</u>  <u>Agreed</u> Samsung Google	<u>Motion</u> 758, 1/ 270, 1  <u>Apple</u> <u>Response</u> 796, 2
<b>ContentGuard MIL 3:</b> Any reference, argument, or testimony regarding, or introduction into evidence of, the document bearing bates numbers CG-001300894-CG-001300909 and identified by Apple as trial exhibit no. AX-106 and by Amazon as trial exhibit no. A-30.	ContentGuard	<u>Disputed</u> Apple <u>Amazon</u>  <u>Agreed</u> Samsung Google	<u>Motion</u> 758, 3/ 270, 3  <u>Apple</u> <u>Response</u> 796, 5
<b>ContentGuard MIL 4:</b> Any argument, evidence, testimony, insinuation, reference, or assertion concerning ContentGuard’s move to Plano, Texas and the timing of that move.	ContentGuard	<u>Disputed</u> Apple <u>Amazon</u>  <u>Agreed</u> Samsung Google	<u>Motion</u> 758, 4/ 270, 4  <u>Apple</u> <u>Response</u> 796, 6
The parties shall not introduce any argument, evidence, testimony, insinuation, reference, or assertion concerning ContentGuard’s move to Plano, Texas and the timing of that move.	ContentGuard Samsung Google	<u>Agreed</u> ContentGuard Samsung Google  <u>Not Agreed</u> Apple	759/271

The parties shall not introduce any argument, evidence, testimony, insinuation, reference, or assertion stating or implying that ContentGuard or Pendrell are “patent trolls,” patent assertion entity, non-practicing entity, or other pejorative terms, or otherwise disparaging ContentGuard or Pendrell’s business model.	ContentGuard Samsung Google	<u>Agreed</u> ContentGuard Samsung Google  <u>Not Agreed</u> Apple	759/271
The parties shall not introduce any argument, evidence, testimony, insinuation, reference, or assertion about the personal use by ContentGuard, Pendrell, or its fact witnesses of the Accused Devices and Accused Apps.	ContentGuard Samsung Google	<u>Agreed</u> ContentGuard Samsung Google  <u>Not Agreed</u> Apple	759/271
The parties shall not introduce any argument, evidence, testimony, insinuation, reference or assertion denigrating, disparaging, touting, exalting or commenting unnecessarily on the nationality or place of residence of a party or witness, or otherwise differentiating the nationality or place of residence of a party or witness from Texas or the United States. The nationality and/or residency of Samsung and its witnesses will not be identified or otherwise commented upon during opening statements or closing arguments.	ContentGuard Samsung Google	<u>Agreed</u> ContentGuard Samsung Google	759/271
The parties shall not introduce any argument, evidence, testimony, insinuation, reference, or assertion concerning God or Jesus, the religious beliefs, political convictions, race, ethnicity, relative distance of witness or party residence to Texas or the United States, native language, and sexual orientation of the parties, witnesses and counsel.	ContentGuard Samsung Google	<u>Agreed</u> ContentGuard Samsung Google	759/271
The parties shall not introduce any argument, evidence, testimony, insinuation, reference, or assertion concerning God or Jesus, the religious beliefs, political convictions, race, ethnicity, relative distance to Texas or the United States, native language, and sexual orientation of the parties, witnesses and counsel.	ContentGuard Apple	<u>Agreed</u> ContentGuard Apple	759/271

The parties shall not introduce any argument, evidence, testimony, insinuation, reference, or assertion regarding a witness' choice to testify in his or her native or chosen language.	ContentGuard Samsung	<u>Agreed</u> ContentGuard Samsung	759/271
The parties shall not refer to the location of Apple's suppliers, manufacturers or assemblers, and any press concerning those entities, or any argument, evidence, testimony, insinuation, reference, or assertion concerning payment of taxes.	ContentGuard Apple	<u>Agreed</u> ContentGuard Apple	759/271
The parties shall not introduce any reference, argument, or testimony regarding, or introduction into evidence of, the document bearing bates numbers CG-001300894-CG-001300909 and identified by Samsung as trial exhibit no. DX-2124.	ContentGuard Samsung Google	<u>Agreed</u> ContentGuard Samsung Google	759/271
The parties shall not introduce any argument, evidence, testimony, insinuation, reference, or assertion concerning the religious beliefs, political convictions, and sexual preference or orientation of witnesses and counsel.	ContentGuard Amazon	<u>Agreed</u> ContentGuard Amazon	759/271
<b>ISSACSON BOOK</b>			
<b>Apple MIL 9:</b> Preclude ContentGuard from presenting argument, evidence, or testimony regarding statements allegedly made by Steve Jobs to Walter Issacson.	Apple	<u>Disputed</u> ContentGuard	<u>Motion</u> 757, 15  <u>Response</u> 793, 14
<b>COURT RULINGS &amp; ATTORNEY ARGUMENT</b>			
The parties shall not introduce any evidence or testimony, or make attorney argument, comments, insinuation, reference, or assertions regarding concerning the filing, contents, and rulings of any Motions <i>in Limine</i> (other than objections based on such rulings).	ContentGuard Samsung Google Apple	<u>Agreed</u> ContentGuard Samsung Google Apple	759/271

The parties shall not make any reference or attempt to read or show to the jury any non-relevant exchanges between counsel during depositions (including objections) for the reason that same are irrelevant and misleading. Parties request that all non-relevant exchanges be eliminated from the reading or showing of any depositions in this case. The parties agree that this applies only to deposition designations and not impeachments using depositions.	ContentGuard Samsung Google Apple Amazon	<u>Agreed</u> ContentGuard Samsung Google Apple Amazon	759/271
The parties shall not make any reference, in whole or in part, to any discussion among counsel or discussion before the Court during a bench conference or during any hearing outside the presence of the jury.	ContentGuard Samsung Google Apple	<u>Agreed</u> ContentGuard Samsung Google Apple	759/271
The parties shall not introduce any argument, evidence, testimony, insinuation, reference, or assertion regarding the filing, contents, and rulings of any motions <i>in limine</i> or other motions and rulings in this case except the Court's claim construction order.	ContentGuard Amazon	<u>Agreed</u> ContentGuard Amazon	759/271
<b>DISCOVERY</b>			
The parties shall not introduce any evidence or testimony, or make attorney argument, comments, insinuation, reference, or assertions concerning alleged deficiencies or failures in the parties' production of documents or other discovery (pursuant to any Federal or Local Rules concerning discovery) or litigation misconduct.	ContentGuard Samsung Google	<u>Agreed</u> ContentGuard Samsung Google	759/271
The parties shall not introduce any argument, evidence, testimony, insinuation, reference, or assertion concerning the sufficiency of a parties' production of documents or information, or any other discovery disputes.	ContentGuard Apple	<u>Agreed</u> ContentGuard Apple	759/271

The following are ContentGuard and Amazon specific *limines*.

LIMINE	PROPONENT	AGREED/ DISPUTED	Dkt. No., Page No.
<b>INTER PARTES REVIEWS, COVERED BUSINESS METHOD PROCEEDINGS, AND OTHER LITIGATIONS</b>			
<b>Amazon MIL 1:</b> All evidence of the proceedings in the Patent Trial and Appeal Board cases should be excluded.	Amazon	<u>Disputed</u> ContentGuard	<u>Motion</u> 760, 1
<b>Amazon MIL 2:</b> ContentGuard should not be allowed to reference outcomes of previous trials in this case.	Amazon	<u>Disputed</u> ContentGuard	<u>Motion</u> 760, 3
<b>EXPERT TESTIMONY</b>			
<b>Amazon MIL 3:</b> ContentGuard should not be allowed to argue that encryption keys are usage rights.	Amazon	<u>Disputed</u> ContentGuard	<u>Motion</u> 760, 4
<b>Amazon MIL 4:</b> ContentGuard should not be allowed to argue that Amazon's devices are "capable" of infringement or "take steps" towards infringement.	Amazon	<u>Disputed</u> ContentGuard	<u>Motion</u> 760, 6
The parties shall not introduce any argument, evidence, testimony, insinuation, reference, or assertion to the "win/loss" record of the parties' expert witnesses, what percentage of the time the juries agreed with an expert in other cases.	ContentGuard Amazon	<u>Agreed</u> ContentGuard Amazon	759/271
<b>NON-EXPERT TESTIMONY</b>			
<b>Amazon MIL 6:</b> ContentGuard should not be allowed to offer testimony, beyond that of its designated 30(b)(6) witness, about what was new and non-obvious about the alleged invention.	Amazon	<u>Disputed</u> ContentGuard	<u>Motion</u> 760, 9
<b>Amazon MIL 8:</b> ContentGuard should not be allowed to offer evidence about conception or reduction to practice before the claimed priority date.	Amazon	<u>Disputed</u> ContentGuard	<u>Motion</u> 760, 12

<b>PRE-SUIT COMMUNICATIONS, SETTLEMENT OFFERS &amp; NEGOTIATIONS</b>			
<b>Amazon MIL 5:</b> ContentGuard should not be allowed to argue that citing its website in pre-suit communications provides notice of specific patents.	Amazon	<u>Disputed</u> ContentGuard	<u>Motion</u> 760, 8
<b>LICENSE AGREEMENTS &amp; NEGOTIATIONS</b>			
<b>Amazon MIL 7:</b> ContentGuard should not be allowed to offer evidence about current licensing negotiations	Amazon	<u>Disputed</u> ContentGuard	<u>Motion</u> 760, 11
<b>REVENUES, PROFITS, INTEREST, COSTS &amp; BUSINESS CONSIDERATIONS</b>			
The parties shall not introduce any evidence or testimony, or make attorney argument, comments, insinuation, reference, or assertions regarding the amount of legal fees and expenses that the parties have incurred in this litigation, except for payments to consultants and experts.	ContentGuard Amazon	<u>Agreed</u> ContentGuard Amazon	759/271
<b>NATIONALITY, RESIDENCY, RELIGION &amp; ALLEGED PEJORATIVE TERMS</b>			
<b>Amazon MIL 10:</b> ContentGuard should not be allowed to reference where counsel lives or work.	Amazon	<b>AGREED</b> ContentGuard	760, 13
The parties shall not introduce any argument, evidence, testimony, insinuation, reference, or assertion concerning the religious beliefs, political convictions, and sexual preference or orientation of witnesses and counsel.	ContentGuard Amazon	<u>Agreed</u> ContentGuard Amazon	759/271
<b>TRIAL PRESENTATION</b>			
<b>Amazon MIL 9:</b> ContentGuard should not be allowed to make inflammatory statements about the “clear and convincing” evidence standard.	Amazon	<u>Disputed</u> ContentGuard	<u>Motion</u> 760, 12
<b>COURT RULINGS &amp; ATTORNEY ARGUMENT</b>			
The parties shall not introduce any argument, evidence, testimony, insinuation, reference, or assertion regarding the filing, contents, and rulings of any motions <i>in limine</i> or other motions and rulings in this case except the Court’s claim construction order.	ContentGuard Amazon	<u>Agreed</u> ContentGuard Amazon	759/271



DISCOVERY			
The parties shall not introduce any argument, evidence, testimony, insinuation, reference, or assertion concerning the parties' production of documents and sufficiency thereof.	ContentGuard Amazon	<u>Agreed</u> ContentGuard Amazon	759/271

Dated: July 26, 2015

Respectfully submitted,

/s/ Sam Baxter

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**CERTIFICATE OF SERVICE**

The undersigned certifies that the foregoing document was filed electronically in compliance with Local Rule CV-5(a). As such, this document was served on all counsel who have consented to electronic services on July 26, 2015. Local Rule CV-5(a)(3)(A).

/s/ Holly Engelmann

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